



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

March 20, 2007

IN REPLY PLEASE

REFER TO FILE: WM-9

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED URBAN RUNOFF AND  
STORMWATER QUALITY ENGINEERING SERVICES  
AUTHORIZE SUPPLEMENTAL AGREEMENT  
TO CONTRACT PW 12762  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and authorize the Director of Public Works, or his designee, to execute Supplemental Agreement 2 to Contract PW 12762 with Weston Solutions, Inc., for a not-to-exceed fee of \$1.5 million for as-needed urban runoff and stormwater quality engineering services.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Since the original Agreement was executed, Weston Solutions, Inc., has performed a variety of work within the Agreement's scope of services related to helping Public Works and the County comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit and Total Maximum Daily Loads (TMDLs). The work has involved conducting bacteria studies, preparing and executing monitoring plans, writing permit-required multiyear monitoring reports, conducting bioassessments, and preparing other technical studies required under the NPDES Municipal Stormwater Permit and TMDLs to be completed by the County. Such tasks cannot be currently performed by Public Works staff due to the unavailability of the required specialized technical expertise and equipment required.

Approving the execution of Supplemental Agreement 2 will allow Public Works and the County to meet compliance deadlines with the NPDES Municipal Stormwater Permit and TMDLs and support or refute stormwater quality data from regulators such as the Los Angeles Regional Water Quality Control Board.

### **Implementation of Strategic Plan Goals**

Approving the execution of Supplemental Agreement 2 will meet the County Strategic Plan Goal of Organizational Effectiveness because the expertise and experience to perform the required services are not currently available within Public Works.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund. Funds for this contract's first year are available in the Public Works' 2006-07 Flood Control District Fund Budget. For subsequent years, funding will be requested. Total annual expenditures for these services, however, will not exceed the contract amount approved by your Board, and no services will be ordered without the funding authorization of Public Works/Financial Management Branch.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A standard Consultant Services Agreement, previously approved as to form by County Counsel, will be used for Supplemental Agreement 2. Supplemental Agreement 2 will include a clause for termination of services upon prior written notice and a renegotiation clause as directed by your Board.

As requested by your Board on August 12, 1997, Weston Solutions, Inc., is willing to consider Greater Avenues for Independence Program/General Relief Opportunity for Work participants for future employment.

Weston Solutions, Inc., is in full compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program) and Chapter 2.203 (Contractor Employee Jury Service Program).

As required by your Board, language has been incorporated into the original contract stating that the contractor shall notify its employees, and shall require each subcontractor to notify its employees, about Board Policy 5.135, the Safely Surrendered Baby Law, and that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

## **ENVIRONMENTAL DOCUMENTATION**

A finding of environmental impact is not required for executing Supplemental Agreement 2.

## **CONTRACTING PROCESS**

On April 6, 2004 (Synopsis 28), your Board authorized the Director of Public Works, or his designee, to enter into an Agreement for as-needed urban runoff and stormwater quality engineering services with MEC Analytical Systems, Inc., for two years with the option to extend for two additional one-year terms for a total not-to-exceed fee of \$2 million, which includes up to \$100,000 for reimbursable expenses.

On April 28, 2004, the Agreement between the County and MEC Analytical Systems, Inc., was executed for Contract PW 12762. On April 11, 2005, the contract was assigned to Weston Solutions, Inc., following its purchase of MEC Analytical Systems, Inc.

On May 25, 2006, Public Works executed Supplemental Agreement 1 by authority granted to the Director to extend the contract for a one-year term to May 10, 2007. Public Works expects to utilize the Director's authority to issue another contract extension to May 2008.

The recommended Supplemental Agreement 2 will increase the total not-to-exceed fee from \$2 million to \$3.5 million.

The contract with Weston Solutions, Inc., includes a Cost of Living Adjustment provision in accordance with your Board policy, which was approved on January 29, 2003.

The Living Wage Program (County Code Chapter 2.020) does not apply to the recommended contract as this contract is for non-Proposition A services.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on any other budgeted programs or projects as a result of Supplemental Agreement 2.

The Honorable Board of Supervisors  
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**CONCLUSION**

Please return three adopted copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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cc: Chief Administrative Office  
County Counsel  
Department of Public Social Services (GAIN/GROW Program)